



CITY OF DANBURY

OFFICE OF THE MAYOR
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

MARK D. BOUGHTON
MAYOR

(203) 797-4511
FAX (203) 796-1666
m.boughton@danbury-ct.gov

November 19, 2015

City Council Members
City of Danbury

Dear Council members:

I have been discussing with the Friends of the Danbury Library the possibility of a multi-year license for them to use the first level of the building at 13-15 Main Street (former WIC) for their services and operations.

A proposed License Agreement has been prepared. That and the initial letter from the Friends are attached for your information.

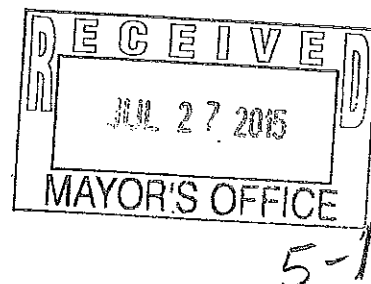
Kindly refer this to an ad hoc committee for consideration.

Sincerely,

Mark D. Boughton, Mayor

cc: Friends of the Danbury Library
L. Shell, Library Director
S. Hanley, Acting Public Buildings Superintendent

Attachments



July 22, 2015

Honorable Mark Boughton
Mayor of the City of Danbury
155 Deer Hill Ave Danbury, Ct 06810

Re: Intent of Friends of the Danbury Library to occupy premises at
13-15 Main Street Danbury Ct. 06810.

Dear Mayor Boughton,
Thank you for meeting with me and my Co President Karen Chambrovich on July 20,
2015. Our Board of Trustees has asked me to confirm our intent to occupy 13-15
Main Street upon its renovation.

We understand that it is a condition of the City's permitting us to use the building,
that the following conditions will apply:

- 1 The Friends will be responsible for installation and monthly payment for the telephone.
- 2 We will be responsible for dumpster charges for garbage removal.
- 3 Air conditioning window units will be installed where needed.
- 4 We will be allowed to install a Friends' sign in front of the building.
- 5 We will be allowed to do book collecting and book sales on the premises.
- 6 We understand that the City will give us 90 days notice if the City desires to lease the premises to another entity. We would appreciate having the right of first refusal to determine if the Friends could match any bona fide proposal.

We appreciate your help in having the Friends obtain the use of the building on
Main Street. Upon our occupancy, it will save our Charity significant funds which
we will be able to use for the Library's benefit.

Respectfully yours,

Connie Kaufman
Co- President, Friends of the Danbury Library

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CITY OF DANBURY – FRIENDS OF THE LIBRARY
LICENSE AGREEMENT for 13-15 MAIN STREET, DANBURY, CONNECTICUT

THIS LICENSE AGREEMENT is entered into this _____ day of _____, 2016, between the City of Danbury, 155 Deer Hill Avenue, Danbury, Connecticut 06810, a municipal corporation, organized and existing under and by virtue of the laws of the State of Connecticut, acting herein by Mark D. Boughton, its Mayor, hereunto duly authorized, hereinafter referred to as LICENSOR, and the Friends of the Library, with a principal office at _____, Danbury, Connecticut 06810, acting herein by _____, its _____, hereunder duly authorized, hereinafter referred to as the LICENSEE, for and in consideration of the covenants and consideration contained herein, agree as follows:

1. PREMISES. The LICENSOR hereby leases to LICENSEE and LICENSEE hereby leases from LICENSOR, the **FIRST FLOOR ONLY** of a certain building located at 13-15 Main Street in the City of Danbury, County of Fairfield and State of Connecticut, and more particularly described in Schedule A which is attached hereto and made a part hereof and hereinafter referred to as the "premises". Except as otherwise provided for herein, the LICENSEE leases the premises in "as is" condition and agrees that no representation has been made by LICENSOR to LICENSEE respecting the condition of said premises. Further, LICENSEE leases the premises after an examination thereof, including the surface condition, and except as expressly otherwise provided herein, without any representations or warranties by LICENSOR with respect thereto, and LICENSEE assumes full and sole responsibility for condition of the premises and its exclusive parking area. The premises and parking area are leased to LICENSEE subject to all applicable municipal, state and federal zoning regulations and to encumbrances, if any, more particularly described in Schedule A attached hereto and any other restrictions of record.

2. TERM. The term hereof shall commence upon the execution of this license agreement by both parties and shall continue for a period of ten (10) consecutive years, unless sooner terminated by ninety (90) days' advance written notice.

3. OPTION PERIODS. In addition to the foregoing ten (10) year term, the LICENSEE shall have the right to exercise two five (5) year options upon the terms described herein. If the LICENSEE elects to exercise one or both of said options, it shall give notice thereof to the LICENSOR, in writing, not less than 90 days prior to the expiration of the then current license agreement term.

4. RENT. The LICENSEE agrees to pay the sum of One dollar (\$1.00), upon signing of this license agreement, as rent for the initial ten (10) year term hereof. In the event that the LICENSEE elects to exercise

one or both of the five (5) year options described herein, the rent for each such option period shall be fixed in the amount of one dollar (\$1.00), due on or before the anniversary of the effective date of this license agreement.

5. NON RENT OBLIGATIONS.

a. Utilities. The LICENSEE agrees that it shall be responsible for, and pay, 100% of building utility costs as attributable to its use of the premises, as provided in Schedule A, including the cost of water, sewer, electricity, internet, cable, hot water, heat, air conditioning, telephone and alarm services at the premises. LICENSEE shall also pay expenses relating to normal maintenance or repair of facilities at the premises necessary to provide the utilities or services as above identified.

b. Carpets. The LICENSEE agrees that it shall be responsible for, and pay for, the cost of carpet repair, replacement or cleaning for the carpets in the premises, as necessary, in the event that the tenant causes more than normal wear to the carpets in the premises.

c. Cleaning Services. The LICENSEE agrees that it shall retain the normal office cleaning service utilized by the LICENSOR to clean the premises at least 3x per week, with costs thereof paid by LICENSEE as billed in accordance with Schedule A.

6. ASSIGNMENT AND SUBLETTING. The LICENSEE agrees that it shall not assign or sublet the whole or any part of the premises or any interest of the LICENSEE hereunder without the prior written consent of the LICENSOR, which consent will not be unreasonably withheld. An assignment or subletting without the prior written consent of the LICENSOR, including assignment by operation of law, shall be null and void and shall constitute a default under this agreement and LICENSOR, at LICENSOR's option, may exercise its remedies under the default provisions provided for herein. A consent to any assignment or sublease by the LICENSOR shall not release the prohibition as to assignment and sublease or constitute a consent to any other assignment or sublease.

7. SIGNS AND RIGHTS TO EXTERIOR. The LICENSEE shall not display or erect any lettering, sign, advertisement, awning or other projection in or on the premises or in or on the building of which it forms a part, without the prior written consent of the LICENSOR. For purposes of this paragraph, the signage existing on the date of execution of this license agreement shall be deemed to have been specifically consented to by the LICENSOR.

8. INDEMNIFICATION BY LICENSEE. The LICENSEE agrees to indemnify and save the LICENSOR harmless against and from any and all cost, expense, liability or damage relating to or arising from claims by or

on behalf of any person or persons, firm or firms, corporation or corporations, arising from the conduct or management of or from any work or thing whatsoever done by or on behalf of the LICENSEE in or about the premises or parking areas, from and after the commencement of the term of this license agreement, and will further indemnify and save the LICENSOR harmless against and from any and all claims arising during the term of this license agreement from any condition of the premises or parking areas arising from any act of negligence of the LICENSEE or any of its agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation, occurring during the term of this license agreement, in or about the premises or parking areas arising from any act of negligence of the LICENSEE or any of its agents, contractors, servants, employees or licensees and from and against any such claim or proceeding brought against the LICENSOR by reason of any such claim. The LICENSEE, upon written notice from the LICENSOR, covenants to resist or defend such action or proceeding by counsel reasonably satisfactory to the LICENSOR. Notwithstanding the foregoing, legal counsel appointed by the LICENSEE's insurance carrier to represent the LICENSOR shall be deemed to be reasonably satisfactory to the LICENSOR.

The LICENSOR agrees to indemnify and save the LICENSEE harmless against and from any and all cost, expense, liability or damage relating to or arising from claims by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from the conduct or management of or from any work or thing whatsoever done by or on behalf of the LICENSOR in or about the premises or parking areas, from and after the commencement of the term of this license agreement, and will further indemnify and save the LICENSEE harmless against and from any and all claims arising during the term of this license agreement from any condition of the premises or parking areas arising from any act of negligence of the LICENSOR or any of its agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation, occurring during the term of this license agreement, in or about the premises or parking areas arising from any act of negligence of the LICENSOR or any of its agents, contractors, servants, employees or licensees and from and against any such claim or proceeding brought against the LICENSEE by reason of any such claim. The LICENSOR, upon written notice from the LICENSEE, covenants to resist or defend such action or proceeding by counsel reasonably satisfactory to the LICENSEE. Notwithstanding the foregoing, legal counsel appointed by the LICENSOR's insurance carrier to represent the LICENSEE shall be deemed to be reasonably satisfactory to the LICENSEE.

9. NOTICE. Any notice which is to be given to either party hereunder shall be given by certified mail, postage prepaid, to such party at its address listed below or such other address as said party may from time to

time designate in writing. Any notice given to LICENSEE or LICENSOR shall also be given to any assignee or subLICENSEE of the LICENSEE and all notices to an assignee or subLICENSEE of LICENSEE shall also be sent to LICENSEE.

As to LICENSOR:

City of Danbury
Attn: Public Buildings Department
155 Deer Hill Avenue
Danbury, Connecticut 06810

As to LICENSEE:

Friends of the Library
Danbury, Connecticut 06810

10. DEFAULT BY LICENSEE. The LICENSOR and the LICENSEE agree that the occurrence of any one or more of the following events shall constitute a default under this License agreement:

- (a) The voluntary assignment by the LICENSEE of this license agreement or subleasing the premises or parking areas, or any part thereof, without the prior written approval of the LICENSOR.
- (b) LICENSEE's substantial failure to observe or perform any of the other material covenants, conditions, or provisions of this license agreement to be observed or performed by the LICENSEE, and the LICENSEE's failure to cure such default within fifteen (15) days after written notice thereof to the LICENSEE.
- (c) If there shall be filed by or against the LICENSEE in any court or other tribunal pursuant to any statute or other rule of law a case or proceeding or petition in bankruptcy or for insolvency proceedings or for reorganization or arrangement or for appointment of a receiver or trustee, or if a receiver be appointed for the LICENSEE of all or a substantial portion of its property or if an assignment for the benefit of creditors is made by the LICENSEE.
- (d) If the LICENSEE vacates or abandons the premises for any period of time exceeding thirty (30) consecutive days without written notification to the LICENSOR.

11. REMEDIES. Upon the occurrence of any one or more such events of default, LICENSOR may terminate this license agreement. Upon termination of this license agreement, LICENSOR may re-enter the premises with process of law using such force as may be necessary, and remove all persons, fixtures, and chattels therefrom and LICENSOR will not be liable for any damages resulting therefrom. Upon termination of this license

agreement, LICENSOR will be entitled to recover from the LICENSEE, as damages (1) all rent and other sums due and payable by LICENSEE on the date of termination; (2) all sums due during the balance of the term of this license agreement, together with all expenses relating to recovery of the premises and preparation for reletting, including, without limitation, brokerage and management commissions, operating expenses, reasonable attorney's fees, alterations costs; and (3) the cost of performing any other covenant to be performed by LICENSEE up until the date of termination. In addition to the foregoing, the LICENSOR shall have the right to pursue any other remedies available to it at law or in equity.

Any and all property belonging to LICENSEE or to which LICENSEE is or may be entitled which may be removed from the premises by LICENSOR pursuant to the authority of this license agreement or applicable law, may be handled, removed, or stored in a commercial warehouse or otherwise by LICENSOR at LICENSEE's risk, cost, and expense and LICENSOR shall in no event be responsible for the value, preservation or safekeeping thereof. LICENSEE shall pay to LICENSOR, upon demand, any and all expenses incurred in such removal and all storage charges for such property so long as the same shall be in LICENSOR's possession or under the LICENSOR's control.

LICENSOR's re-entry upon the premises or demand for possession thereof or LICENSOR's notice to LICENSEE that the tenancy hereby created will be terminated on the date therein set forth or in the institution of an action for forcible detainer or ejectment or the entering of a judgment for possession in such action or any other act or acts resulting in the termination of LICENSEE's right to possession of the premises, shall not relieve LICENSEE from LICENSEE's obligation to pay all sums due hereunder during the balance of the term, except as herein expressly provided. The LICENSOR may collect and receive any rent or other sums due from LICENSEE and the payment thereof shall not constitute a waiver of or affect any notice or demand given, suit instituted or judgment obtained by LICENSOR, or be held to waive, affect, change, modify or alter the rights or remedies which LICENSOR has against LICENSEE in equity or at law or by virtue of this license agreement.

If LICENSEE at any time fails to make any payment or perform any other act on its part to be made or performed under this license agreement, LICENSOR may, but shall not be obligated to, after reasonable notice or demand and without waiving or releasing LICENSEE from any obligation under this license agreement, make such payment or perform such other act to the extent LICENSOR may deem desirable and in connection therewith to pay expenses and employ counsel. All sums so paid by LICENSOR shall be payable upon demand, together with interest thereon at the legal rate permitted by Connecticut law and LICENSOR shall have the same rights and remedies for nonpayment thereof as in the case of default in the payment of rent thereunder.

12. INTERPRETATION OF LICENSE AGREEMENT. If any provision of this license agreement is contrary to the law of the State of Connecticut, each provision shall be deemed stricken herefrom and the balance of this license agreement shall remain fully in effect. The term "LICENSOR" and "LICENSEE" and any pronoun referring thereto shall be deemed to include their respective successors and assigns without regard to gender or number wherever the context so permits. The captions to each article are used for convenience only and are not to be considered a part of this agreement nor used in interpreting it.

13. APPROVALS AND PERMITS FOR LICENSEE'S BUSINESS. The LICENSEE shall have the sole obligation to obtain all necessary approvals and permits for the operation of the premises and shall promptly execute, prosecute and comply with all municipal, state and federal statutes, ordinances, rules, orders and regulations applicable to the LICENSEE's operation.

14. ATTORNEY'S FEES. If suit is brought by LICENSOR for any unlawful detainer of the premises or for recovery of any rent or other sums due under the provisions herein, LICENSEE agrees to pay LICENSOR all costs in connection with collection or enforcement thereof, including but not limited to reasonable attorney's fees, provided that the action or actions proceed to judgment in LICENSOR's favor. If suit is brought by LICENSOR for default of any of the other covenants contained herein, LICENSEE agrees to pay LICENSOR all costs in connection with collection or enforcement thereof, including but not limited to reasonable attorney's fees, provided that the action or actions proceed to judgment in the LICENSOR's favor.

If suit is brought by LICENSEE for default of any of the covenants contained herein, then LICENSOR agrees to pay LICENSEE all costs in connection with enforcement thereof, including but not limited to reasonable attorney's fees, provided that the action or actions proceed to judgment in the LICENSEE's favor.

15. LICENSOR'S RIGHT OF ENTRY. The LICENSOR, its agents or representatives may enter the premises, upon reasonable notice to the LICENSEE, provided there is no interference with LICENSEE's business, for the purpose of (a) inspection thereof to insure compliance with the terms and conditions of this license agreement; (b) exhibiting said premises to prospective purchasers or other persons.

16. INSURANCE COVERAGE BY LICENSEE. At all times during the term, LICENSEE, at its sole expense, and for the mutual benefit of the LICENSOR and LICENSEE, shall procure, carry and maintain comprehensive public liability insurance policy, including property damage, insuring LICENSOR and LICENSEE against liability for injury to persons or property occurring in or about the premises or arising out of the ownership, maintenance, use or occupancy thereof. The liability under such insurance shall not be less than ONE MILLION DOLLARS

(\$1,000,000.00) for bodily injury and property damage on a Combined Single Limit basis; and ONE MILLION DOLLARS (\$1,000,000.00) aggregate. The LICENSOR shall be named on said policy as an additional insured.

The insurance policy listed above shall be maintained in force throughout the term and shall name LICENSOR and LICENSEE as insured as their respective interests may appear. Further, the policy shall be for not less than one year and shall contain a provision that it cannot be canceled or terminated for failure to renew, or modified unless the LICENSOR is given thirty (30) days prior written notice. A certificate of each policy or renewal policy shall be presented to the LICENSOR at the commencement of the term and at the commencement of each subsequent year. The above amounts shall be reviewed at the end of each year of the term and at the option of the LICENSOR may be reasonably increased.

17. LICENSEE RENOVATIONS -- LICENSOR'S APPROVAL OF PLANS. It is understood by the parties hereto that the LICENSEE shall undertake no renovations or improvements to the premises without the prior written approval of the LICENSOR. Prior to undertaking any such renovations the LICENSEE shall submit for LICENSOR'S approval, prior to LICENSEE's submission to municipal, state or federal land use or licensing agencies, or prior to the commencement of construction of any renovations or improvements to the premises, all plans and specifications, including but not limited to architecture renderings, engineering plans, landscape design and site plans (all hereinafter referred to as "plans"). The LICENSOR's approval of said plans shall not be unreasonably withheld. Prior to commencing any such work, LICENSEE shall, at LICENSEE's own cost and expense, deliver to LICENSOR a General Accident and Public Liability Policy. In addition, the LICENSEE shall concurrently deliver to the LICENSOR a Builder's Risk Policy, protecting against physical damage to the premises during the construction period. Further, at least ten (10) days before commencing such work, LICENSEE shall notify LICENSOR of LICENSEE's intention to commence the same and LICENSEE shall pay the increased premiums, if any, charged by the insurance companies, if any, carrying insurance on said building, to cover the additional risk during the course of such work. The LICENSEE shall submit to LICENSOR a final certificate of occupancy upon completion of any such work.

18. ADDITIONAL RENT. All amounts which LICENSEE is required to pay pursuant to this license agreement, including interest and costs which may be added for nonpayment or late payment, attorney and collection fees, will constitute additional rent, and if LICENSEE fails to pay such additional rent when due, LICENSOR will have the right to pay the same and will have all right, powers, and remedies with respect thereto as are provided herein or by law in the case of nonpayment of rent.

19. OWNERSHIP AND REMOVAL. All improvements in or upon the premises, whether placed there by the LICENSEE or by the LICENSOR, shall, at the termination of this license agreement by lapse of time or otherwise, become the LICENSOR'S property and shall remain upon the premises without compensation or allowance or credit to the LICENSEE, unless LICENSOR requests LICENSEE to remove such items, in which event, LICENSEE shall cause such removal. All personal property of LICENSEE, including trade fixtures not owned by LICENSOR, may be removed by LICENSEE prior to the termination of this license agreement if LICENSOR so elects and such property or any portion thereof will be removed if required by LICENSOR; upon any such removal, LICENSEE will restore the premises to its original condition, reasonable wear and tear excepted.

20. LIENS AND ENCUMBRANCES. The LICENSEE will not cause, suffer or permit any liens or encumbrances, nor do any act which will in any way encumber the title of LICENSOR in and to the premises, nor in any way subject the premises to any claim by way of lien or encumbrance, whether by operation of law or virtue of any express or implied contract by LICENSEE.

If any such lien is at any time filed against the property, LICENSEE will immediately cause the same to be discharged of record by either payment, deposit, or bond. If LICENSEE fails to discharge any such lien, then, in addition to any other right or remedy of LICENSOR, LICENSOR may, but will not be obligated to, procure the discharge of the same, after written notice to the LICENSEE, either by paying the amount claimed to be due by deposit in court or bonding. Any amount paid or deposited by LICENSOR for any of the aforesaid purposes, and all legal and other expenses of LICENSOR, including reasonable attorney's fees, in defending any such action or incurred in procuring the discharge of such lien, with all necessary disbursements in connection therewith, will become due and payable within ten (10) days of billing, as additional rent.

Nothing in this license agreement will be deemed to be, or construed in any way as constituting the consent or request of LICENSOR, express, implied by inference or otherwise, to any person, firm or corporation, for the performance of any labor or the furnishing of any materials for any construction, rebuilding, alteration, or repair of or to the premises, or any part thereof, nor as giving LICENSEE any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials which might in any way give rise to the right to file any lien against the premises without LICENSOR'S consent.

21. BROKER: LICENSOR and LICENSEE each warrant and represent to the other that it has had no dealings with any broker or agent in connection with this license agreement.

22. RECORDING. LICENSEE may record this license agreement or may record a short form memorandum thereof on such form acceptable to LICENSOR. At the expiration or earlier termination of this license agreement, LICENSEE shall, at the request of the LICENSOR, execute and deliver to LICENSOR a Quit Claim Deed, license agreement cancellation instrument, or other instrument in form suitable for recording, provided that such document does not have the effect of waiving any claims that either LICENSOR or LICENSEE may have against the other arising out of this license agreement.

23. DAMAGE OR DESTRUCTION OF PREMISES. The parties agree that in the event that the premises shall be partially or totally damaged by fire or other casualty that rent contemplated hereunder shall cease. The rent shall cease until the LICENSOR restores the premises, and the LICENSOR shall act with all due diligence to restore the same. LICENSEE may carry and maintain Business Interruption and Personal Property Insurance at its option. If the LICENSOR cannot restore the premises within Ninety (90) days, the LICENSEE may, at its option, cancel this license agreement in its entirety. Any amounts prepaid by the LICENSEE hereunder shall be refunded on a pro-rata basis.

24. PROHIBITION AGAINST REMOVAL OF TREES, SHRUBS, ETC. With the exception of routine maintenance, the LICENSEE shall be prohibited from removing or cutting any trees, bushes or plantings located on the site containing the premises without the prior written consent of the LICENSOR.

25. CORPORATE RESOLUTION. The LICENSEE, simultaneously with the execution of this license agreement, shall submit to LICENSOR a corporate resolution, executed by a duly authorized officer of said corporation, which shall state that the corporation is authorized to enter into this license agreement and execute same.

26. MAINTENANCE AND REPAIRS. It is hereby agreed that the LICENSEE shall keep the premises in good condition and repair, as specified in Schedule A, except for reasonable wear and tear and except for structural repairs and repairs of an extraordinary character. Except for such repairs as LICENSEE has agreed to make herein, LICENSOR shall make all replacements and any and all other repairs to the premises. If LICENSOR is required to make repairs to any part of the premises by reason of LICENSEE's negligent acts or omission to act, LICENSOR may add the cost of such repairs to the rent which shall thereafter become due. The LICENSOR shall, at the LICENSOR's sole cost and expense, maintain the grounds of the premises, including, without limitation, all lawn cutting, snow removal, maintenance and replacement of plantings, and the maintenance and repair of the driveway and parking area.

27. SUCCESSORS AND ASSIGNS. Except as otherwise set forth herein, all warranties, covenants, and agreements herein shall inure to the benefit of, and be binding upon, the successors and assigns of LICENSOR and LICENSEE.

28. EFFECTIVE DATE OF LICENSE AGREEMENT. The effective date of this license agreement for all purposes whatsoever (whether used for purposes of reference or computation herein or hereafter) shall be the date on which the 2nd of the parties hereto executed this license agreement.

IN WITNESS WHEREOF, said parties have hereunto set their hands and seals.

Signed, sealed and delivered
in the presence of:

CITY OF DANBURY

By: Mark, D. Boughton, Mayor

Friends of the Library

By: _____
Its _____

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) ss. Danbury

On this the _____ day of _____, 2016, before me the undersigned officer, personally appeared Mark D. Boughton, who acknowledged himself to be the Mayor of the City of Danbury, a municipal corporation, and that he as such Mayor, being authorized so to do executed the foregoing instrument for the purposes therein contained, by signing the name of the City of Danbury by himself as Mayor.

IN WITNESS WHEREOF, I hereunto set my hand and seal this _____ day of _____, 2016.

Commissioner of the Superior Court
Notary Public / Commission expires:

[illegible]

On this the ____ day of _____, 2016, before me the undersigned officer, personally appeared _____, who acknowledged himself(herself) to be the _____ of the Friends of the Library and that he/she as such officer, being authorized so to do, signed the name of the corporation by himself/herself as _____.

IN WITNESS WHEREOF, I hereunto set my hand and seal this ____ day of _____, 2016.

Commissioner of the Superior Court
Notary Public / Commission expires: